

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

<p>PINES BACH LLP,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>MICHAEL A. MILLS,</p> <p style="text-align: right;">Defendant.</p>	
---	--

Case No. 22-cv-66

COMPLAINT

Plaintiff Pines Bach LLP for its complaint against Michael Mills alleges as follows:

PARTIES

1. Plaintiff Pines Bach LLP (“Pines Bach”) is a law firm organized and existing under the laws of the State of Wisconsin, United States, with a principal place of business located at 122 W. Washington Avenue, Suite 900, Madison, Wisconsin 53703.
2. Defendant Michael A. Mills (“Mills”) is an adult resident of the state of Texas with residence address of 8564 Forum Drive, Houston, Texas 77055.

JURISDICTION

3. Jurisdiction of this Court arises under 28 U.S.C. § 1332(a), diversity of citizenship. Supplemental jurisdiction exists for state law claims pursuant to 28 U.S.C. § 1367.

FACTUAL ALLEGATIONS

COUNT ONE – BREACH OF CONTRACT

4. Reallege as though set forth in full paragraphs 1 through 3 of this complaint.
5. On or about April 11, 2019, at the specific instance and request of Mills, Pines Bach and Mills entered into a contract for legal services to be provided by Pines Bach in Dane County, State of Wisconsin (the “contract”).
6. From April 11, 2019 through February 1, 2020, Pines Bach provided legal services under the contract.
7. Pines Bach fully performed its obligations under the contract.

8. The amounts charged for legal services by Pines Bach are fair and reasonable and commensurate with the market rate for attorneys in Wisconsin with similar qualifications and experience.

9. Despite due demand for payment, Mills has failed and refused to pay the balance due Pines Bach for the legal services provided.

10. Mills' failure and refusal to pay Pines Bach the balance due constitutes a material default and breach of the contract.

11. Pines Bach is entitled to interest on the unpaid balance due at the contract default rate of 12% per annum.

12. The total amount due Pines Bach under the contract is \$113,079.62, together with interest in the amount of \$25,571.90, less payments in the amount of \$19,157.50, for a total balance due as of the date of this complaint of \$119,494.02.

13. Pines Bach is entitled to prejudgment interest on the unpaid balance due at the contract rate of 12% per annum from the date hereof to date of judgment in an amount to be determined.

COUNT TWO – PROMISE TO PAY REASONABLE VALUE

14. Reallege as though set forth in full paragraphs 1 through 13 of this complaint.

15. The legal services were provided by Pines Bach at the request of Mills, or in the alternative, Mills accepted the same.

16. The reasonable value of the legal services provided by Pines Bach to Mills is \$113,079.62.

COUNT THREE – UNJUST ENRICHMENT

17. Reallege as though set forth in full paragraphs 1 through 16 of this complaint.

18. Pines Bach conferred a benefit upon Mills by providing the legal services and Mills knew and accepted the benefit.

19. Mills has improperly benefited and profited from the unjust use of the legal services provided by Pines Bach without payment therefor.

20. The reasonable value of the benefit conferred is \$113,079.62.
21. It would be inequitable to allow Mills to retain the benefit conferred without payment to Pines Bach.

COUNT FOUR – PROMISSORY ESTOPPEL

22. Reallege as though set forth in full paragraphs 1 through 21 of this complaint.
23. Mills promised to pay for the legal services provided by Pines Bach in the ordinary course of dealing between the parties.
24. Pines Bach relied on the promise of Mills to pay in furnishing the legal services.
25. It is necessary to enforce the promise of Mills to pay in order to avoid injustice.

PRAYER FOR RELIEF

WHEREFORE, plaintiff respectfully prays that judgment be entered against the defendant as follows:

- (1) Damages for breach of contract, or in the alternative for measure of services rendered, unjust enrichment or promissory estoppel in the amount of \$119,494.02.
- (2) For prejudgment interest from the date hereof to date of entry of judgment at the contract default rate of 12% per annum;
- (3) For statutory costs, disbursements and reasonable attorney fees.
- (4) For such other and further relief as the Court may deem just and equitable.

Dated: February 7, 2022.

electronically signed by Roger Sage
Roger Sage, plaintiff's attorney
Attorney Roger Sage
30 W. Mifflin St., Suite 1001
Madison, WI 53703
(608) 258-8855
State Bar # 01009033